

EFFECTIVE DATE: 01-03-17

Southampton MA Renewal License

EXPIRATION DATE: 01-02-27

CHARTER LICENSE RENEWAL AGREEMENT

This License Renewal Agreement is between the Town of Southampton, hereinafter referred to as the "Issuing Authority" and Charter Communications Entertainment I, LLC I/k/a Charter Communications, hereinafter referred to as the "Licensee."

WHEREAS, the Issuing Authority of the Town of Southampton, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Southampton and

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current License under applicable laws, or has satisfactorily corrected any non-compliance, and that the financial, legal and technical ability of the Licensee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Issuing Authority desires to enter into this License with the Licensee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Issuing Authority and Licensee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this License renewal;

NOW, THEREFORE, the Issuing Authority and Licensee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this License the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. Citations to specific statutes or regulations shall include and encompass any amendments to such statutes or regulations as may be from time to time made.

- A. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act
- B. "Board/Council" shall mean the Board of Selectmen, the cable license Issuing Authority of the Town of Southampton.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Effective date" or "Execution date" shall mean the date when both parties execute the License.
- E. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- F. "Franchise Fee" shall have the same meaning as the term found in the Cable Act at 47 USC §542(b) and (g), as they may from time to time be amended.
- G. "Gross Revenue" means any revenue received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Licensee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) unrecovered bad debt; (3) any exclusions required under applicable State law and (4) any PEG fees recovered from Subscribers.
- H. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.
- I. "Issuing Authority" shall mean the Board of Selectmen of the Town of Southampton, Massachusetts.
- J. "License Authority" shall mean the Board of Selectmen of Southampton.
- K. "License" or "Renewal License" shall mean the non-exclusive rights granted pursuant to this License to construct and operate a Cable System along the Public Ways within all or a specified area in the Service Area.
- L. "Licensee" or "Grantee" shall mean Charter Communications Entertainment I, LLC d/b/a Charter Communications or its lawful successor, transferee or assignee.
- M. "License Fee" shall have the same meaning as the term found in the Massachusetts cable statute at M.G.L. c.166A, §9, as it may from time to time be amended.

- N. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.
- O. "Public School" shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior high school, and high school.
- P. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated in writing to the Issuing Authority as the address to which notice should be transmitted.
- Q. "Renewal License" shall mean the same as "License".
- R. "Service Area" shall mean the entire geographic boundaries of the Town of Southampton, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- S. "State" shall mean the Commonwealth of Massachusetts.
- T. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Service Area, which shall, subject to applicable law, entitle the Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- U. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.
- V. "Town" shall mean the Town of Southampton, Massachusetts.

SECTION 2

Grant of License

2.1 Grant. This Issuing Authority Renewal License hereby grants to the Licensee a nonexclusive Renewal License which authorizes, subject to applicable law, the Licensee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Renewal License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Renewal License and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this License as set forth in subsection 15.7, unless otherwise lawfully terminated in accordance with the terms of this License.

2.3 License Requirements For Other License Holders. In the event that the Issuing Authority grants one (1) or more License(s), for the construction, operation and maintenance of any cable communications facility which shall offer services substantially equivalent to services offered by the Cable System, it shall not make the grant on more favorable or less burdensome terms. If said other License(s) contain provisions imposing lesser obligations on the company(s) thereof than are imposed by the provisions of this License, Licensee may petition the Issuing Authority for a modification of this License. The Licensee shall be entitled, with respect to said lesser obligations to such modification(s) of this License as to insure fair and equivalent treatment by this License and said other agreements.

In requesting amendments, the Licensee shall file a petition seeking to amend the License. Such petitions shall:

1. Indicate the presence of a cable Licensee or substantially equivalent competitor(s) using the public ways;
2. Identify the basis for Licensee's belief that certain provisions of the License place Licensee at a competitive disadvantage;

3. Identify the burdens to be amended or repealed in order to eliminate the competitive disadvantage.

The Issuing Authority shall negotiate in good faith to address the concerns of the Licensee.

2.4 Police Powers and Conflicts with License. By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations of general applicability. In the event of any conflict between this License and any Issuing Authority ordinance or regulation, apart from the lawful police powers of the Town, materially contradicting the applicable provisions of this License, the terms of this License shall prevail. This License is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, neither party may take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority.

2.5 Cable System License Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System License.

SECTION 3

License Renewal

3.1 Procedures for Renewal. The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of the Licensee's Renewal License shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute, as well as any governing state statutes and regulations.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Licensee shall, by acceptance of the License granted herein, defend the Issuing Authority, its officers, boards, commissions, agents, and employees for all

claims for injury to any person or property arising out of the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Issuing Authority, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property arising out of the construction, repair, extension, maintenance, operation or removal of its Cable System. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall defend, indemnify and hold harmless the Town, and settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determines in good faith that the Licensee cannot represent its interests, the Licensee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Issuing Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Issuing Authority or for the Issuing Authority's use of the Cable System, including the use of any PEG channels by the Issuing Authority, Public Access corporation or Town departments. Indemnification under this provision shall be contingent upon the Issuing Authority giving to the Licensee such reasonable notice as not to prejudice the Licensee's ability to defend the Issuing Authority or the Town.

4.2 Insurance.

- A. The Licensee shall maintain throughout the term of the License insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Issuing Authority shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Licensee shall furnish the Issuing Authority with current certificates of insurance evidencing such coverage.

4.3 Performance Bond

The Licensee shall submit and maintain throughout the Renewal License a bond with corporate surety satisfactory to the Issuing Authority in the amount of ten thousand dollars (\$10,000.00) conditioned on the following terms:

(1) The satisfactory operation of the Cable System in accordance with the provisions of M.G.L. c. 166A §§5(a), (m) & (n) and this Renewal License.

(2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A §5(g) and as approved by the Issuing Authority and Superintendent of Streets of the Town;

(3) The sightly preservation of trees and the vegetation in accordance with M.G.L..c. 166A §5(a) and as approved by the Issuing Authority and Tree Warden;

(4) The indemnification of the Town in accordance with M.G.L. c.166A §5(b);

(5) The satisfactory removal of the cable system in accordance with M.G.L. c.166A §5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.

(6) Compliance with material terms of the Renewal License and any exposure of Licensee for non-compliance in accordance with the terms of this Renewal License.

This bond may be terminated or cancelled by Surety by thirty (30) days prior notice in writing to Principal and to Obligee at the end of the term of the current Renewal License or earlier if the bond can be terminated due to a change in state or federal law. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. No claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within (12) months after the effective date of any termination or cancellation of this bond. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

SECTION 5
Service Obligations

5.1 No Discrimination. Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Licensee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

5.3 F.C.C. Customer Service

The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c).

5.4 Customer Service Hours and Telephone Response Service

The Licensee shall maintain a publicly listed toll-free telephone number for subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C. definition of normal business hours. See 47 CFR §76.309(c)(4).

5.5 Billing Practices Information and Procedures

(a) The Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

(b) All billing practices and procedures will be governed by the procedures set forth in 207 CMR §10.00 et seq. as may be amended from time to time.

5.6 Notification of Rates and Charges

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with law and regulations, and to the extent such service charges are under Licensee's control. The Licensee shall notify all

Subscribers of any impending rate increases in such time and manner as necessary to comply with law and regulations.

5.7 Disconnection and Termination of Cable Services

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable laws and regulations.

5.8 Employee and Agent Identification Cards

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee photo identification card issued by the Licensee.

5.9 Equal Employment Opportunity

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

SECTION 6

Service Availability

6.1 Service Area. The Licensee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Licensee's closest existing Cable System plant; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of this License, or are located on Public Ways; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable. The Licensee may elect to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable

Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

6.2 Service to New or Previously Unserved Single Family Dwellings Setback. The Licensee shall offer Cable Service to all new homes or previously unserved single dwellings located within 125 feet of Licensee's feeder cable at its published rates for standard Installation. Longer aerial drops and all underground drops shall be priced based on cost.

6.3 New Development Underground In cases of new construction or property development where utilities are to be placed underground, the Franchising Authority agrees to make reasonable efforts to have the permitting authority require as condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least thirty (30) days' prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be determined by Licensee and the developer or property owner in accordance with applicable law, except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Licensee. Issuing authority may satisfy the foregoing obligation by providing a copy of this section to the permitting authority annually, which Issuing Authority shall do upon written request of Licensee.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code. .

7.2 Construction Standards and Requirements. All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house

connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Licensee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage,

7.4 Network Technical Requirements. The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of meeting or exceeding all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC regulations.

7.5 Performance Monitoring. Licensee shall test the Cable System consistent with the FCC technical signal quality regulations.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Licensee shall have the right to utilize existing poles, conduits and other facilities subject to applicable law and attachment requirements if any, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority is obtained, which approval shall not be unreasonably withheld.

8.2 Underground Construction. The facilities of the Licensee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Licensee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground. In the event that the Issuing Authority uses municipal funding, over which it may exercise discretionary use, to reimburse any telephone or electric utilities for the

placement of cable underground or the movement of cable, the Issuing Authority shall exercise reasonable efforts to be reimburse Licensee upon the same terms and conditions as any similarly situated telephone, electric or other utility.

8.3 Permits. The Issuing Authority shall cooperate with the Licensee in granting any permits required, providing such grant and subsequent construction by the Licensee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. In compliance with M.G.L. c.166A, §5(g), Licensee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority to remove any of the Licensee's facilities, no charge shall be made by the Licensee against the Issuing Authority for restoration and repair, unless such acts amount to gross negligence by the Issuing Authority.

8.7 Tree Trimming. In compliance with M.G.L. c.166A, §5(a), Licensee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Issuing Authority. The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Licensee when lawfully required by the Issuing Authority pursuant to its police powers. Licensee shall be responsible for any costs associated

with these obligations to the same extent all other users of the Issuing Authority rights-of-way are responsible for the costs related to their facilities.

8.9 Relocation for a Third Party. The Licensee shall, on the request of any person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the expense of such is paid, if in accordance with applicable law, by any such person benefiting from the relocation and the Licensee is give reasonable advance written notice to prepare for such changes. The Licensee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business day in the event of a temporary relocation and no less than one hundred twenty days (120) for a permanent relocation.

8.10 Reimbursement of Costs. If Issuing Authority controlled funds are available to any person using the Streets for the purpose of defraying the cost of any of the foregoing, the Issuing Authority shall, if it has discretionary control of available funds, reimburse the Licensee in the same manner in which other persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Issuing Authority shall make application for such funds on behalf of the Licensee subject to Licensee providing timely application for same to Issuing Authority.

8.11 Emergency Use. Licensee will comply with all federal and state Emergency Alert System ("EAS") requirements.

SECTION 9

Service And Rates

9.1 Offices and Phone. The Licensee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Licensee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Licensee's name, address and local

telephone number. Licensee shall give the Issuing Authority thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Issuing Authority shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Issuing Authority. If and when exercising rate regulation, the Issuing Authority shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Licensee are honored.

9.5 Senior Citizens Discount

(a) Current Subscribers receiving a Senior Citizen Discount as of the Execution Date of this Renewal License and those being approved for a Senior Discount during the first five years of the term of this Renewal License shall continue, throughout the term of this Renewal License, to receive an equivalent discount to that set forth in subsection (b). Beginning with the fifth anniversary of the the Effective Date of this Renewal License, the Senior Discount will no longer be available to anyone not already receiving it.

(b) For those eligible pursuant to the criteria in section (a) above and the provisions in section (c) below, the Senior Citizen Discount shall be ten percent (10%) off of the price of the Basic Service tier of service, and shall not apply to any other channels or tiers and shall not apply to packages.

(c) To be eligible, a resident must meet the following criteria: sixty-five (65) years of age or older and head of household receiving one of the following: (i) Supplemental Security Income (SSI); (ii) Medicaid; (iii) Veterans' Services Benefits; (iv) the Town's income-based senior citizen real estate tax abatement, if any, pursuant to applicable law; or (v) any other suitable criteria that the Licensee and the Issuing Authority mutually agree upon.

(d) To establish eligibility, a resident shall bring or mail a photocopy of a valid driver's license, birth certificate or other document definitively establishing age, plus a photocopy of documentation definitively establishing receipt by the resident at time of application for this discount of any one of the programs listed in (i)-(v) of Section 9.5(c). A resident need establish eligibility for this discount only once to continue receiving it so long as they remain a Subscriber.

SECTION 10

License Fee

10.1 Amount of Fee.

- a) Pursuant to MGL Chapter 166A §9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to \$0.50 per Subscriber per year, or such higher amount as may in the future be allowed pursuant to law. The number of Subscribers, for purposes of this section, shall be calculated as of December thirty-first of the preceding calendar year.
- b) In the event that the Town is permitted by Law to collect a License Fee expressed as a percentage of gross annual revenue in the future, the Licensee shall (i) immediately commence paying such a percentage license fee to the Town in accordance with applicable Law and based on gross annual revenues; and (ii) file with the Issuing Authority, with each such percentage license fee payment, a statement certified by a financial officer of Licensee certifying that total of all Gross Annual Revenues derived during the previous year.
- c) The Licensee shall not be liable for a Franchise Fee pursuant to this Renewal License and applicable Law in excess of five (5) percent of its Gross Annual Revenues. Further, if in the future, License Fee payments to the Town are based on a percentage of gross annual revenue and said payments are in excess of (5) five percent of Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of the annual access funding and operating support provided to Town by Licensee in order to stay within the five (5) percent of Gross Annual Revenues cap specified herein.

10.2 Payment of Fee. Pursuant to M.G.L. c. 166A, § 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless otherwise required by applicable law.

10.3 Accord and Satisfaction. No acceptance of any payment by the Issuing Authority shall be construed as a release or as an accord and satisfaction of any claim the Issuing Authority may have for additional sums payable as a License Fee under this Renewal License.

10.4 Limitation on Recovery. In the event that any License payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for initiating actions for recovery of any License fee payable hereunder shall be three (3) years from the date on which payment by the Licensee was due.

SECTION 11

Transfer of License

11.1 License Transfer. The Renewal License granted hereunder shall not be transferred or assigned, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. The requirements for consent of transfer of this Renewal License shall comply with current Massachusetts statutes and regulations, as they may from time to time be amended. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the License or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Issuing Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Issuing Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Issuing Authority shall be deemed given.

11.2 Transfer to Affiliates. Transfers to affiliates shall be in compliance with current Massachusetts statutes and regulations, 207 CMR 4.01(2), as they may from time to time be amended.

SECTION 12

Records, Reports And Maps

12.1 Reports Required. The Licensee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent

Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Licensee's policy in connection with its Subscribers shall be filed with the Issuing Authority upon request.

12.2 Records Required.

The Licensee shall at all times maintain:

- A. A record of all complaints received regarding interruptions, customer service or degradation of Cable Service shall be maintained for two (2) years.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis any and all records as is reasonably necessary to ensure Licensee's compliance with the Renewal License. Such notice shall specifically reference the subsection of the Renewal License that is under review so that the Licensee may organize the necessary books and records for easy access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for Renewal License compliance purposes longer than three (3) years, except for service complaints, which shall be kept for two (2) years as specified above. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority agrees to treat as confidential any books; records or maps that constitute proprietary or confidential information to the extent Licensee make the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this Renewal License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Community Programming

13.1 Service to Schools and Municipal Buildings. Upon written request of the Issuing Authority, the Licensee shall provide and continue to provide one (1) Subscriber Network Drop, one (1) Outlet with Basic Service and Expanded service and one (1) digital receiver, without charge, to all municipal buildings within the Service Area, including schools, police and fire stations, municipal libraries, and other municipal buildings specifically designated in writing by the Issuing Authority. In addition, upon written request of the Issuing Authority, Licensee shall provide one Subscriber Network Drop, outlet, digital receiver and Basic and Expanded Service without charge to newly-constructed or newly-occupied municipal or public school buildings provided the drop is aerial and does not exceed 125' in length.

13.2 Limitations on Use. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Issuing Authority shall take reasonable precautions to prevent any use of the Licensee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The Issuing Authority shall hold the Licensee harmless from any and all copyright liability claims arising out of the provision and use of Cable Service required by subsection 13.1 above. The Licensee shall not be required to provide an outlet to any such building where a standard drop of more than 125 feet is required, unless the Issuing Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

13.3 Peg Access Channels The Licensee shall make available sufficient bandwidth for three (3) channels for PEG access-programming use. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted.

13.4 Public, Educational And Governmental Access Equipment and Funding

(a) The Licensee shall provide PEG Access capital funding in the amount of up to one hundred thousand dollars (\$100,000). Payment will be made as follows: the first capital grant in the amount of fifty thousand dollars (\$50,000.00) shall be paid to the Town's special PEG Access

account within ninety (90) days of the Effective Date; the second payment of up to fifty thousand dollars (\$50,000.00) shall be made within sixty (60) days of a written request for such payment by the Town, which request may be made on or after the fifth anniversary of the Effective Date. Such funds shall be used to purchase, lease, and/or improve PEG Access equipment and facilities or for other cable-related purposes. This grant shall be considered as an external cost for the purposes of rate regulation and may be passed on to the Subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation.

(b) For the first five years of the term of the Renewal License, the Licensee shall provide quarterly payments based on the Licensee's Gross Revenue for the prior calendar quarter to the Issuing Authority or the Access Designee for PEG operations, as determined by the Issuing Authority, in the amount of three percent (3.0%) of Gross Revenues, which shall be payable directly to or for a special PEG Account, in the nature of a grant account, or other special account restricted for PEG Access and related uses, and for the promotion and stimulation of broad public and charitable purposes related to PEG Access, and not for general use, subject to applicable law. For the sixth through tenth year of the Renewal License, the Licensee shall provide quarterly payments based on the Licensee's Gross Revenue for the prior calendar quarter to the Issuing Authority or the Access Designee for PEG operations, as determined by the Issuing Authority, in the amount of four percent (4.0%) of Gross Revenues. These PEG Access support payments shall be made quarterly no later than forty-five (45) days following the end of each calendar quarter, on or before each February 15th, May 15th, August 15th and November 15th. In no case shall this payment be counted against the equipment and facilities payment made pursuant to subparagraph (a) of this Section 13.4 above or against any License Fee. This grant shall be considered as an external cost for the purposes of rate regulation and may be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement to the extent allowed by applicable law and regulation. The Issuing Authority's PEG Access designee shall prepare an annual report for the preceding calendar year which records how the annual payment for PEG operations was spent, and what amount remained unspent at the end of the calendar year. This report shall be submitted to the Licensee annually upon payment of the annual PEG grant.

13.5 Equipment Ownership And Maintenance The Town shall own all PEG access equipment acquired with funds provided hereunder and the Town's PEG Access designee, as

determined by the Issuing Authority shall be responsible for maintenance, repair and replacement of all such PEG access equipment

B. 13.6 Access Channel Origination

- a) The Licensee shall provide, maintain and operate fiber optic connections for PEG Channel origination, at no charge to the Town or its Access Designee. The fiber connections, which shall be operational by September 1, 2017, will enable the upstream transmission of programming to the system headend for distribution to customers on three PEG Access channels. The PEG origination sites will be designated as follows: 1) the Town Hall (1st and 2nd floor meeting rooms), 210 College Highway; 2) the Public Library, 30 East Street; 3) the William E. Norris School, 34 Pomeroy Meadow Road (cafeteria location); and 4) the access studio located at 116 Pleasant Street, Easthampton. Upstream signals from the origination sites shall be aggregated at the Town Hall before return to head end. The Licensee shall provide three (3) transmitters and receivers, one for each of the three PEG Access channels.
- b) The PEG Channel origination connections shall be operated in compliance with the System Technical Specifications found in FCC Part 76, Subpart K, 76.601 et seq. In the event that there are technical problems with the PEG Channel origination connections, the Licensee and the Issuing Authority shall negotiate, in good faith, a resolution of any such problems, with such negotiation, if any, subject to Section 13.3 above, regarding Licensee's responsibility to provide, maintain and operate the PEG Channel origination connections at no charge to the Town or its Access Designee. The Issuing Authority shall have the right to request a performance test should such problems persist.
- c) The PEG Channel origination connections shall be interconnected with the Subscriber Network in order that signals originating from PEG Channel origination points can be sent upstream and then switched to a downstream Subscriber Network channel. There shall be no charge to the Town for such switching; however, the foregoing does not preclude Licensee from recovering costs in accordance with applicable law.
- d) The Licensee shall provide and maintain all necessary processing equipment in the Cable System headend and/or hub site in order to switch the upstream PEG Access signals to

the designated downstream Access Channels. Nothing herein shall require the Licensee to provide end-user equipment.

13.7 Editorial Control Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable Law. In furtherance thereof, the Access designee will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law. Nothing herein shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion.

SECTION 14

Enforcement, Revocation, Penalties

14.1 Notice of Violation. If the Issuing Authority believes that the Licensee has not complied with the terms of the License, the Issuing Authority shall first informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem, the Issuing Authority shall notify the Licensee in writing of the exact nature of the alleged noncompliance.

14.2 Licensee's Right to Cure or Respond. The Licensee shall have thirty (30) days from receipt of the notice described in subsection 14.1 to (i) respond to the Issuing Authority, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Issuing Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Licensee fails to respond to the notice received from the Issuing Authority pursuant to the procedures set forth in subsection 14.2, or if the default is not remedied within the cure period set forth above, the Issuing Authority shall schedule a public hearing if it intends to continue its investigation into the default. The Issuing Authority shall provide the Licensee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Issuing

Authority in a newspaper of general circulation within the Issuing Authority in accordance with subsection 15.4 hereof.

14.4 Enforcement. Subject to applicable federal and state law, in the event the Issuing Authority, after the hearing set forth in subsection 14.3 above, determines that the Licensee is in default of any provision of the Renewal License, the Issuing Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Renewal License, seek to revoke the Renewal License itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Renewal License, the Issuing Authority shall give written notice to the Licensee of its intent to revoke the License on the basis of a pattern of noncompliance by the Licensee, including one or more instances of substantial noncompliance with a material provision of the Renewal License. The notice shall set forth the exact nature of the noncompliance. The Licensee shall have thirty (30) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Issuing Authority has not received a satisfactory response from Licensee, it may then seek to enforce any of the Enforcement provisions in this section. Prior to undertaking any enforcement action, it shall schedule a public hearing. The Licensee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating the purpose of the hearing.
- B. At the hearing, the Issuing Authority shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Renewal License has been breached. The public hearing shall be on the record and a written transcript shall be made

available to the Licensee within ten (10) business days. The decision of the Issuing Authority shall be made in writing and shall be delivered to the Licensee. The Licensee may appeal such any such determination in accordance with law.

SECTION 15

Miscellaneous Provisions

15.1 Force Majeure. The Licensee shall not be held in default under, on in noncompliance with the provisions of the Renewal License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Licensee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Issuing Authority's intention to subject the Licensee to penalties, fine, forfeitures or revocation of the Renewal License for violations of the Renewal License where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Renewal License territory, or where strict performance would result in practical difficulties and hardship to the Licensee which outweighs the benefit to be derived by the Issuing Authority and/or Subscribers.

15.2 Action of Parties. In any action by the Issuing Authority or the Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.3 Notices. Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the Board of Selectmen, Town of Southampton, 210 College Highway, Southampton, Massachusetts 01073, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail

(postage prepaid) to the VP/General Manager, Charter Communications, 301 Barber Avenue, Worcester, Massachusetts 01606, with a copy sent to Vice President, Government Affairs, Charter Communications, Inc., Charter Plaza 12405 Powerscourt Drive, St. Louis, Missouri 63131, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice.

15.4 Public Notice. Minimum public notice of any public hearing relating to this Renewal License shall be as provided by 207 CMR 2.02.

15.5 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Renewal License is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Renewal License.

15.6 Entire Agreement. This Renewal License sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Renewal License. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

15.7 Effective Date. The effective date of this Renewal License, the date on which both parties have executed this License, is _____, _____ pursuant to the provisions of applicable law. This Renewal License shall expire on _____, _____, unless extended by the mutual agreement of the parties.

15.8 No Recourse Against the Issuing Authority. Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

15.9 Jurisdiction. All provisions in this License shall apply to the Town, the Licensee and their successors and assigns. Jurisdiction and venue over any dispute, action or suit arising from the Renewal License shall be in any federal court in Massachusetts or Massachusetts state court of appropriate venue and subject matter jurisdiction, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action or suit.

15.10 No Third Party Rights. The Issuing Authority and the Licensee herein acknowledge and agree that this Renewal License is not intended to create any rights on behalf of any party or person other than the Issuing Authority and the Licensee.

Considered and approved this 2 day of Dec, 2016

Town of Southampton

CEL/ICE

Chairman, Board of Selectmen

James C. G. R.

Member, Board of Selectmen

Jaqueline W. Leary

Member, Board of Selectmen

John O. Martin

Member, Board of Selectmen

James J. F.

Member, Board of Selectmen

Accepted this 3 day of January ^{m&B} ~~December~~, 2017, subject to applicable federal, state and local law.

Charter Communications Entertainment I, LLC

By: Charter Communications, Inc., its Manager

Signature: Mark E. Brown

Mark E. Brown

Vice President of State Government Affairs